Case: 5:23-cv-02198-BYP Doc #: 21-8 Filed: 01/25/24 1 of 2. PageID #: 702

EXHIBIT H

frock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "Agreement") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("Flock") and the police department or government agency identified in the signature block below ("Agency") (each a "Party," and together, the "Parties").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "Flock Service"), and upon detection, the Flock Service creates images and recordings of suspect vehicles ("Footage") and can provide notifications to Agency upon the instructions of Non-Agency End User ("Notifications");

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users:

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

- 1.1 "Agency Data" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.
- 1.2. "Agency Hardware" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "Agency Hardware" excludes the Embedded Software
- 1.3 "Authorized End User(s)" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.